900246266 02/06/2013

TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Travora Media, Inc.		01/14/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Gannett Satellite Information Network, Inc.	
Street Address:	7950 Jones Branch Drive	
City:	McLean	
State/Country:	VIRGINIA	
Postal Code:	22107	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2602063	10BEST
Registration Number:	2448623	10BEST.COM
Registration Number:	3193835	TRUSTED ADVICE FOR TRAVELERS

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (202) 776-2284

Email: trademark@dowlohnes.com

Correspondent Name: Matthew L. Frisbee

Address Line 1: 1200 New Hampshire Avenue, N.W.

Address Line 2: Suite 800

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER: 02360.0001

NAME OF SUBMITTER: Matthew L. Frisbee

TRADEMARK REEL: 004957 FRAME: 0074 P \$90.00 26020

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Signature:	/Matthew L. Frisbee/	
Date:	02/06/2013	
Total Attachments: 4 source=10Best Trademark Assignment - FINAL#page1.tif source=10Best Trademark Assignment - FINAL#page2.tif source=10Best Trademark Assignment - FINAL#page3.tif source=10Best Trademark Assignment - FINAL#page4.tif		

TRADEMARK
REEL: 004957 FRAME: 0075

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "<u>Assignment</u>") is dated as of January 14, 2013 (the "<u>Effective Date</u>") between Travora Media, Inc., a Delaware corporation (the "<u>Assignor</u>"), and Gannett Satellite Information Network, Inc., a Delaware corporation (the "<u>Assignee</u>"). All capitalized terms used herein but not otherwise defined shall have the meanings given them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor and the Assignee have entered into a certain Asset Purchase Agreement dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the Assignor has agreed to transfer and assign to the Assignee all of the Assignor's right, title and interest in and to the Assignor's registered trademarks set forth on the attached <u>Schedule A</u> hereto, together with the goodwill of the Business associated therewith (collectively, the "<u>Marks</u>").

NOW, THEREFORE, in consideration of the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

- 1. The Assignor hereby irrevocably assigns to the Assignee: (i) all of the Assignor's right, title, and interest in and to the Marks, together with the goodwill of the Business associated therewith; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Marks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, and payments accruing on or after the Effective Date with respect to the Marks, for the Assignee's own use and enjoyment and for the use and enjoyment of the Assignee's successors, assigns, or other legal representatives. The Assignor agrees to give the Assignee and/or any person designated by the Assignee all reasonable assistance that may be required to perfect the rights granted herein.
- 2. The Assignor agrees not to use (and to terminate and discontinue all use of) the terms contained in the Marks and any terms similar thereto in any domain name, domain name registration, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator of origin, with regard to itself and any business or entity at any time owned or controlled by the Assignor.
- 3. The Assignor authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademarks, to record the Assignee as the assignee and owner of any and all of the Assignor's rights in the Marks.
- 4. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

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- 5. No provision of this Assignment is intended to confer upon any Person other than the parties hereto and their respective successors and assigns any rights or remedies hereunder.
- 6. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of Law or conflicts of Laws rules or provision (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of a jurisdiction other than the State of Delaware.

[Signature Page Follows]

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IN WITNESS WHEREOF, the Assignor has duly executed this Assignment as of the date first written above.

TRAVORA MEDIA, INC.

By:

Name: Nan-Kirsten Forte

Title: Chief Executive Officer

[Signature page to Trademark Assignment Agreement]

TRADEMARK REEL: 004957 FRAME: 0078

SCHEDULE A

Trademark	U.S. Registration Number
10BEST	2,602,063
10BEST.COM	2,448,623
TRUSTED ADVICE FOR TRAVELERS	3,193,835

TRADEMARK REEL: 004957 FRAME: 0079

RECORDED: 02/06/2013